

BILL NO. S-76-09-29

SPECIAL ORDINANCE NO. S-173-76

AN ORDINANCE approving a contract with Carrington & Associates, Inc., for improvement of the Oxford Community Association Impact Area N.P.I.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated September 8, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Carrington & Associates, Inc., for:

Improvement of the Oxford Community Association Impact Area N.P.I.


Concrete removal (sidewalk & drive)	Four dollars and thirty five cents, per square yard	4.35
Sidewalk, concrete, 4"	One dollar and thirty cents, per square foot	1.30
Wingwalk, 6" (including ramp)	One dollar and forty five cents, per square foot	1.45
Curbface walk	One dollar and forty cents, per square foot	1.40
Concrete Curb, Type III (includes removal)	Five dollars and eighty five cents, per lineal foot	5.85
Concrete for private drive, 6"	Sixteen dollars and sixty five cents, per square yard	16.65
Catch basin, Type I-C (with bell)	Four hundred twenty dollars and no cents, per each	420.00
New casting, set to grade	One hundred seventy five dollars	175.00
New manhole	Nine hundred fifty dollars and no cents, per each	950.00
Fine grading and seeding	One dollar and thirty cents, per square foot	1.30
Backfill material behind curb	Seven dollars and no cents, per ton	7.00
Hot asphalt surface "A-2"	Fifty dollars and no cents, per	50.00

APPROVED AS TO FORM AND LEGALITY,

CITY ATTORNEY

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4 for a total cost of \$89.584.35, all as more particularly set forth
5 in said contract which is on file in the Office of the Board of
6 Public Works and is by reference incorporated herein, made a part
7 hereof and is hereby in all things ratified, confirmed and
8 approved.

9 SECTION 2. This Ordinance shall be in full force and
10 effect from and after its passage and approval by the Mayor.
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16 Councilman
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Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 9-28-76

Charles W. Utterman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.

PASSED (~~40ST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>	<u> </u>	<u> </u>	<u> </u>
BURNS	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
HINGA	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
HUNTER	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
MOSES	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NUCKOLS	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
SCHMIDT, D.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
SCHMIDT, V.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
STIER	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TALARICO	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 10-12-76

Charles W. Utterman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (~~GENERAL~~) (ANNEXATION) (SPECIAL) (~~APPROPRIATION~~)

ORDINANCE (~~RESOLUTION~~) No. 5-173-76 on the 12th day of Oct, 1976.
ATTEST: (~~SEAL~~)

Charles W. Utterman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of October, 1976, at the hour of 11 o'clock A. M., E.S.T.

Charles W. Utterman
CITY CLERK

Approved and signed by me this 14th day of October, 1976, at the hour of 3:00 o'clock P. M., E.S.T.

Robert Elmschong
MAYOR

Bill No. S-76-09-39

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with Carrington & Associates, Inc., for
improvement of the Oxford Community Association Impact Area N.P.I.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

W. Hinga Tr

DJ Schmidt

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

07-12-76
DATE _____ CONSIDERED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

COMMUNITY DEVELOPMENT & PLANNING
division of current planning

25 August 1976

The Common Council
Fort Wayne, IN 46802

Gentlemen and Mrs. Schmidt:

The Board of Public Works has awarded a contract, Resolution # 5723-76, to Carrington & Assoc., Inc. in the amount of \$89,584.35 to construct the Oxford Impact Area project in the Oxford Community Development target neighborhoods. This project includes curb and sidewalk improvement as needed.

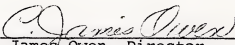
The Department and all concerned are requesting "Prior Approval" because there has been some delay in getting the project started, and we wish to complete the project in this construction season. We respectfully request that Carrington be allowed to proceed.

An Ordinance for formal approval of the contract will be introduced as soon as the contract has been prepared.

Attached is a copy of the bid tabulation.

Sincerely,

COMMUNITY DEVELOPMENT & PLANNING


C. James Owen, Director


Robert E. Armstrong, Mayor



CJO:pb

Attachment:

APPROVED:

Vivian H. Schmidt Fredrick R. Hunter William T. Singer
OSM Samuel J. Tolson
James L. Hise Paul J. Hise

ATTEST:

Shirley W. Westerman
City Clerk

FORT . WAYNE INDIANA

CO 462.15

CONTRACT

This Agreement, made and entered into this 8th day of September, 1976

by and between _____

-----CARRINGTON & ASSOCIATES, INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Res. No. 5723-1976: to improve the Oxford Community Association Impact

Area N.P.I. (see description on attached resolution).

by grading and paving the roadway to be improved _____ feet wide

open a foundation and curb as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5723-1976 and at the following price per lineal foot

at the following prices:

Concrete removal (sidewalk & drive)	Four dollars and thirty five cents, per square yard	4.35
Sidewalk, concrete, 4"	One dollar and thirty cents, per square foot	1.30
Wingwalk, 6" (including ramp)	One dollar and forty five cents, per square foot	1.45
Curbface walk	One dollar and forty cents, per square foot	1.40
Concrete curb, Type III (includes removal)	Five dollars and eighty five cents, per lineal foot	5.85
Concrete for private drive, 6"	Sixteen dollars and sixty five cents, per square yard	16.65
Catch basin, Type I-C (with bell)	Four hundred twenty dollars and no cents, per each	420.00
New casting, set to grade	One hundred seventy five dollars and no cents, per each	175.00
New manhole	Nine hundred fifty dollars and no cents, per each	950.00
Fine grading and seeding	One dollar and thirty cents, per square yard	1.30
Backfill material behind curb	Seven dollars and no cents, per ton	7.00
Hot asphalt surface "A-2"	Fifty dollars and no cents, per	50.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally within sixty (60) days after Councilmanic approval and in all respects completed on or before 1, 1976 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 1976 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 31 day of August, 1976

CARRINGTON & ASSOCIATES, INC.

BY: Harold S. Carrington

ITS: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Henry P. Wehrberg
May G. Scott

Rahel Elmsstrong
Its Board of Public Works and Mayor.

SEP 8 1976

APPROVED AS TO FORM AND LEGALITY

James H. ...
CITY ATTORNEY

GUARANTY BOND

Know All Men by These Presents, That we -----

-----CARRINGTON & ASSOCIATES, INC.----- Contractors

as principal, and FIREMEN'S INSURANCE COMPANY of NEWARK, NEW JERSEY-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of EIGHTY NINE

THOUSAND FIVE HUNDRED EIGHTY FOUR DOLLARS AND THIRTY FIVE CENTS-----

-----(\$89,584.35)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

-----CARRINGTON & ASSOCIATES, INC.-----

did on the ----- day of -----

-----, enter into a contract with the City of Fort Wayne to construct a

~~Pavement~~

~~Street~~ ~~Res. No. 5723-1976: to improve~~

the Oxford Community Association Impact Area N.P.I. (see description on attached resolution)

-----according to certain plans and specifications, and

also warranting and guaranteeing the work/for a period of three years material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said -----

CARRINGTON & ASSOCIATES, INC.----- shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 31 day of Aug 1976

FIREMEN'S INSURANCE COMPANY CARRINGTON & ASSOCIATES, INC. (SEAL)

By: James J. Miller BY: Donald S. Carrington (SEAL)
Attorney-in-Fact ITS: President (SEAL)

Approved this 8th day of September, 1976

Henry P. Weberberg
May G. Scott

Board of Public Works.



LIABILITY BOND

Know All Men by These Presents, That we -----

-----CARRINGTON & ASSOCIATES, INC.-----

as principal, and FIREMEN'S INSURANCE COMPANY of NEWARK, NEW JERSEY-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of EIGHTY NINE
THOUSAND FIVE HUNDRED EIGHTY FOUR DOLLARS AND THIRTY FIVE CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

-----(\$89,584.35)

The conditions of the above obligation are such, that if the above named party of the first part shall
faithfully comply with the foregoing contract made and entered into the-----

day of-----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill
all the conditions and stipulations therein contained, except the warranty and guaranty of the pave-
ment as to the workmanship, material and conditions for the period of three(3) years, according to the
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and re-
main in full force and virtue in law and in the event the said City shall extend the time for the comple-
tion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 31 day of August 1976

FIREMEN'S INSURANCE COMPANY

By: *James J. Miller*

CARRINGTON & ASSOCIATES, INC. (SEAL)

BY: *Donald S. Carrington* (SEAL)

ITS: *President* (SEAL)

----- (SEAL)

Approved this 8th

day of

September, 1976

Henry P. Winkler
Mayor of Fort Wayne

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

AUGUST 30, 1976

TITLE OF ORDINANCE SPECIAL ORDINANCE- Contract of Carrington & Associates - Res. 5723-1976

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE Contract of Carrington & Associates, Inc. in amount of *2-76-09-39*

\$89,584.35 provides for repairs of curbs, sidewalks and catch basins in the
Oxford Community Association Impact Area.

This is the low of four bids received as shown on attached bid tabulation sheet.

A project of Community Development and Planning, the area to be improved is:

Colerick Street on the north - First north and south alley east of Holton

Avenue on the East - Drexel Avenue on the south and the first north and

south alley west of Oliver Street on the West.

(SEE PRIOR APPROVAL ATTACHED.)

EFFECT OF PASSAGE Improvements to Oxford Impact Area

EFFECT OF NON-PASSAGE PRIOR APPROVAL RECEIVED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to Community Development

and k;ammomg - \$89,584.35 plus engineering and inspection charges.

ASSIGNED TO COMMITTEE

Public Wks Jtk